



IN THE DISTRICT COURT OF OKLAHOMA  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

FEB 25 2021

RICK WARREN  
COURT CLERK

124

Case No.: CJ-2021-

**CJ\_2021-811**

DEBORA K. BALFOUR,

Plaintiff,

vs.

CARNIVAL CRUISE LINE,  
And yet identified sub-contractors,  
Servants, and employees  
Defendants.

PETITION

COMES NOW the Plaintiff, Debora Balfour, by and through her attorney, Gaylon C Hayes, and for her causes of action against the Defendant states as follows:

JURISDICTION AND VENUE

1. The Plaintiff is a resident of Oklahoma, and a citizen of Oklahoma County.
2. The Defendant is a business with a headquarters in Florida, and does business throughout the world.
3. All of the Plaintiff's participation in contracting with the Defendant took place in Oklahoma County, Oklahoma.
4. This Court has both subject matter and personal jurisdiction over the parties.
5. Venue is proper in Oklahoma County as all of the contracting took place in Oklahoma City, Oklahoma County, Oklahoma.

STATEMENT OF CASE

6. That in the winter of 2018, the Plaintiff entered into a contract with the

Defendant, Carnival Cruise Line, for an excursion cruise which was to leave port on 2/24/2019. The Plaintiff embarked on said cruise, and on 2/26/2019, as part of the cruise package, she was directed to ride horses and was told that the ride would be along the beach. Instead, the agents and employees lead the horse to deep ocean waters, causing the horses to run and swim in deep waters. The Plaintiff, being aboard one of the swimming horses, was injured. The horse she was on was uncontrollable as he was struggling for his life from drowning. While flailing, the horse injured the legs, hips, lower back, and generally the Plaintiff's whole body, which was strained, traumatized, herniated, and their function impaired. The Plaintiff's injuries to the body were constant, painful, and progressive. The Plaintiff was forced to use a wheel chair and cane for the rest of the duration of the cruise due to her pain.

### **CAUSES OF ACTION**

#### **BREACH OF CONTRACT**

Comes Now the Plaintiff and incorporates all the preceeding allegations and avertments and states as follows:

7. There existed a contract between the Plaintiff and the Defendant for an excursion cruise. The Defendant breached said agreement by failing and refusing to control and properly operate the horse-riding portion of its cruise package. That caused, as a direct result, the Plaintiff to be harmed in an amount that has yet been determined.

#### **NEGLIGENCE**

Comes Now the Plaintiff and incorporates all the preceeding allegations and avertments

and states as follows:

8. The Plaintiff occupied the status as a business invitee as a participant in said cruise excursion. As such, the Defendant owed a duty of care to maintain safe conditions. The Defendant breached that duty, as well as their general duty not to harm as follows:
  - A) The Defendant failed to properly train their horses or, if there was a sub-contractor for the horses, ensure their sub-contractor properly trained the horses for deep water encounters.
  - B) The Defendant, its agents, and sub-contractors, failed to control the horses so as to prevent this from going into deep water hazards.
  - C) The Defendant failed to control their horses.
  - D) The Defendant failed to supervise the beach horse riding program so as to render it safe for the Plaintiff and those similarly situated.
  - E) The Defendant failed to operate their horse program in a working manner.
  - F) As a direct and proximate result of Defendant's negligence, the Plaintiff's body was strained, traumatized, herniated, and its function impaired. Said injuries are constant, painful, and progressive. As a result of said injuries, the Plaintiff has and will continue to incur medical expenses, has and will suffer pain of mind and body, travel expenses, and the rest of the events of the cruise excursion, and has been injured and damaged in an amount in excess of the amount required for Federal jurisdiction pursuant to Section 1332 of Title 28 of the United States Code.

**BREACH OF FIDUCIARY DUTY**

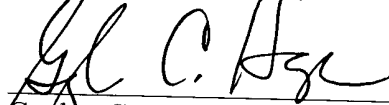
Comes Now the Plaintiff and incorporates all the preceeding allegations and avertments and states as follows:

9. That the parties had a contract in which the Plaintiff submitted to the care of the Defendant for an excursion cruise. That the Plaintiff submitted to such care and thereby a fiduciary agreement was from that the Defendant would protect the Plaintiff from harm while she was in the care of the Defendant. The Defendant breached this duty of care and was harmed by said breach in an amount yet to be determined.

WHEREFORE, Plaintiff, Debora K. Balfour, prays judgment in an amount in excess of the amount required for Federal jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, together with interest, attorney fees, cost of this action, and any other relief that may be available and deemed appropriate by the Court.

**ATTORNEY LIEN CLAIMED**

Respectfully submitted,



Gaylon C. Hayes, OBA# 14492  
HAYES LEGAL GROUP, P.C.  
6805 South Western Avenue, Suite 500  
Oklahoma City, Oklahoma 73139  
Telephone 405-616-5045  
Facsimile 405-616-5062  
gaylon@hhhlawfirm.com  
whitney@hhhlawfirm.com  
ATTORNEY FOR THE PLAINTIFF